

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General



In the Matter of:

1 Florida Avenue, NE

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance (“AVC”) is made this 30th day of July, 2021, by and between Anacostia Realty LLC (“Anacostia”), Capitol Petroleum Group LLC (“CPG”), Upshir Stop Inc. (“Upshir”), and One Florida Acquisition LLC (“One Florida”), all business entities existing and operating under the laws of the District of Columbia (collectively, the “Parties”) and the District of Columbia, through the Office of the Attorney General for the District of Columbia (“District”), to address security-related issues at 1 Florida Avenue, NE, Washington, D.C. 20002.

WHEREAS, this AVC concerns a commercial property located at 1 Florida Avenue, NE, Washington, D.C. (the “Property”);

WHEREAS, One Florida is the fee owner of the Property. One Florida leases the Property to Anacostia, and Anacostia subleases the Property to Upshir;

WHEREAS, on July 1 and July 6, 2021, the District served the Parties with a notice letter alerting them to alleged violations of the Drug-, Firearm-, or Prostitution-Related Nuisance Abatement Act, D.C. Code §§ 42-3101–42-3114 (“Nuisance Act”) and requesting that the Parties abate the alleged nuisance activity occurring at the Property; and

WHEREAS, the Parties have entered this AVC voluntarily, and it does not constitute an admission of fact, fault, or liability or a waiver or concession on any issue that may be raised in any Nuisance Act case.

NOW, THEREFORE, in lieu of litigation, the Parties and the District agree to the following:

I. SECURITY IMPROVEMENTS

A. SECURITY PLAN. The Parties agree to institute the following Security Plan at the Property which shall remain in place for as long as Upshir Stop, or its successor in interest, operates a gas station at the Property. As used herein, the term “operates a gas station” means to sell motor fuels and/or convenience store items at the Property. It is contemplated by the Parties that Upshir will cease operations at the Property no later than August 31, 2021. Until Upshir no longer operates a gas station at the Property, the Parties shall implement the security measures described in subsections A(1), (2), (3), (4) and (5) below (hereinafter the “Security Measures”).

(1) Physical Security Coverage:

- i. Within three (3) days of signing this AVC, Upshir shall hire and maintain one armed security personnel for a minimum of 12-hours per day, seven (7) days a week, beginning at 2 p.m. each day. *See* attached Appendix A.
- ii. Within three (3) days of signing this AVC, Upshir shall hire a second armed security personnel for a minimum of 6-hours per day, seven (7) a week, beginning at 7 p.m. each day. *See* attached Appendix A.

(2) Barring Notices:

- i. Upon notification by the District and/or MPD that an individual has engaged in criminal activities at the Property; or upon the Parties’ becoming otherwise aware of individuals’ engaging in criminal activities or other violations on the Property that jeopardize the health, safety, or security of the community or employees, Upshir shall make reasonable efforts to serve barring notices for said individuals. If necessary, the Parties may request assistance from MPD in serving the barring notices.
- ii. Upshir shall submit copies of all served barring notices within one (1) week of issuance to MPD, as well as to OAG by delivering a copy to the Office of the Attorney General, Social Justice Section, c/o Argatonia Weatherington, Argatonia.Weatherington@dc.gov.
- iii. Upshir shall direct the armed security personnel on duty to arrest individuals who violate the barring notices.
- iv. In instances where criminal charges are brought against repeat offenders for trespass on the Property, the Parties shall fully cooperate with the prosecution of criminal trespass and any related charges, including but not limited to providing oral or written testimony for litigation.

(3) Exterior Lighting:

- i. Anacostia and Upshir shall ensure that any exterior lighting is maintained so that all areas are well illuminated during evening and nighttime hours, from dusk until dawn.
- ii. Anacostia and Upshir shall repair or replace any non-functioning exterior lights within five (5) days of notice of defective light fixtures.
- iii. Following the fulfillment of Anacostia's leasehold obligations, Exterior Lighting shall be operated and maintained by One Florida until such a time when the power to the site is abandoned or otherwise shut off. One Florida, as part of its development plans for the Property, will require that power to the site be abandoned in order for raze activities to be permitted and executed.

(4) Security Cameras:

- i. Anacostia and Upshir shall maintain the interior and exterior security cameras that are at the Property immediately following the cessation of gas station operations and until Anacostia has fulfilled its leasehold obligations at the Property. Thereafter, cameras will not be operational.
- ii. Anacostia and Upshir shall maintain each camera at the Property to be reasonably inaccessible to customers as to prevent tampering with the cameras while the gas station is in operation and until Anacostia has fulfilled its leasehold obligations at the Property.
- iii. Upon notice from the District or MPD that a camera is not operational or that the footage is not accessible, or upon the Parties' own identification that a camera is not operational, or footage is inaccessible, Anacostia and Upshir shall cause the device to be repaired and access to the footage shall be restored within seven (7) calendar days.
- iv. Following the fulfillment of Anacostia's leasehold obligations, cameras will no longer be operated/maintained.

(5) "No Trespassing" and "No Loitering" Signs:

- i. No later than ten (10) days after signing this AVC, the Anacostia and Upshir shall install and maintain "No Trespassing" and "No Loitering" signs on the Property. Once Anacostia has fulfilled its leasehold obligations, One Florida will be responsible for maintaining such signs.
- ii. Anacostia and Upshir shall direct security personnel to enforce the signs.

- (6) Fencing: Within five (5) calendar days of the gas station no longer being operational and until Anacostia has completed its leasehold obligations, Anacostia and Upshir will secure the Property with fencing around the entire perimeter of the Property, in order to prevent others from entering the Property. Thereafter, One Florida will be responsible for maintaining the fence.

B. INSPECTION. The District, by and through its agents, reserves the right to inspect, without notice, the exterior grounds and common areas of the Property to verify the maintenance of the terms of this AVC.

- II. ENFORCEMENT OF TERMS BY OAG.** If any of the Parties fail to comply with or complete the obligations set forth in this AVC, the District may provide written notice of such failure or deficiency (“Notice of Default”) to counsel for the CPG and Anacostia, Alphonse M. Alfano, to counsel for One Florida, Michael Ravitch, and to registered agent for Upshir, Nesro Hessian, that will state that the Parties shall have seven (7) days to cure such failure(s) or deficiency(ies). Should any noticed Party fail to timely complete the obligation(s) identified in the Notice of Default, the District can, at its election, file in the Civil Division of the Superior Court of the District of Columbia either a complaint under the Nuisance Act or an action to enforce this AVC.
- III. TERM OF AGREEMENT.** This AVC shall remain in effect for One Florida two (2) years from the date of execution of the agreement, or until the site undergoes substantial redevelopment (i.e. raze activities begin), or until the Parties have transferred the property to a new owner, whichever occurs first. After the expiration of this Agreement, if the Property is found to be a nuisance, nothing in this AVC prevents the District from filing any enforcement action. This AVC applies to Anacostia and Upshir for the period that their respective leasehold obligations are in effect at the Property.
- IV.** The District of Columbia hereby agrees to forego and not institute a lawsuit against any one or more of the Parties hereto under the Nuisance Act with respect to the Property for the duration of this agreement as outlined in Section III, except that the District of Columbia may seek legal recourse against any Party that is in default of its obligations hereunder in accordance with Section II.

AGREED TO BY THE DISTRICT OF COLUMBIA

KARL A. RACINE
Attorney General for the District of Columbia

KATHLEEN M. KONOPKA
Deputy Attorney General
Public Advocacy Division

/s/ Jennifer L. Berger

JENNIFER L. BERGER (Bar #490809)

Chief, Social Justice Section



ARGATONIA D. WEATHERINGTON (Bar #1021691)

Assistant Attorneys General

400 Sixth Street NW, 10th Floor

Washington, D.C. 20001

(202) 727-6338 (phone)

(202) 730-1806 (e-fax)

Email: Argatonia.Weatherington@dc.gov

Attorneys for the District of Columbia

Dated: 08/03/2021

AGREED TO BY CAPITOL PETROLEUM GROUP LLC



CAPITOL PETROLEUM GROUP LLC

Dated: 8.4.21

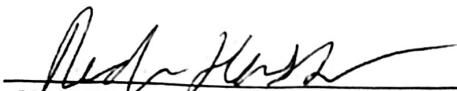
AGREED TO BY ANACOSTIA REALTY LLC



ANACOSTIA REALTY LLC

Dated: 8.14.21

AGREED TO BY UPSHIR STOP INC.



UPSHIR STOP INC.

Dated: aug. 4 2021

AGREED TO BY ONE FLORIDA ACQUISITION LLC



ONE FLORIDA ACQUISITION LLC

Dated: August 4, 2021